this damage is not such a claim as can be enforced in a Court of Admiralty; that the cause of action, if any exists, had its origin on the land; that the damage occured by an act done on the land and not on the water. The claim which the libelants make is for damages for the violation, by the respondent, of a maritime contract, entered into by him to safely carry the iron from Belfast to New York, and there safely deliver it to the libelants. And the ground of complaint is, that it was not safely delivered. After the decision in the case of the Grafton, above referred to, it is not necessary to dwell on this point. That case was a libel *in rem*, filed in the District Court, and upon a bill of lading for the carrying of a quantity of hemp from New Orleans to New York, and there safely delivering it to the libelants. After the hemp was discharged on the wharf, and not before, a portion of it was damaged by rain, and for that damage a recovery was had.

The decree of the Court therefore is, that the libelants do recover the amount of the damage occasioned to the iron by the breaking of the pier, and that it be referred to a commissioner to ascertain and report what that damage is.

Messrs. *Benedict, Scoville & Benedict*, for Libelants.

Messrs. *Owen & Betts*, for Respondent.

ABSTRACTS OF RECENT AMERICAN DECISIONS.

Supreme Court of Pennsylvania.

Landlord and Tenant.—Where rent is payable in advance, and that for the current quarter has been paid, the landlord cannot claim out of the proceeds of an execution an amount of rent proportioned to the part of the quarter which had expired. *Purdy's Appeal.* LOWRIE, J.

An assignment of a lease, and acceptance of the assignee as tenant by the landlord, will not destroy the liability of the original lessee, or his covenants and agreements in the lease. *Ghegan* vs. *Young.* LEWIS, J.

Mechanic's Lien.—The contract on which a mechanic's lien was filed, stipulated that "the balance was to be paid after all the men that worked on the building should have been paid." On the trial, the defendant pro-

duced one of the workmen, who swore that he was still unpaid for a comparatively small amount, for which he had brought an action; but no special plea was put in to that effect: *Held*, that a verdict given for the plaintiffs for the full amount of his claim ought to stand, but that execution for the amount alleged to be due by the witness should be stayed, till the suit brought by him was determined. *Shapland* vs. *Nash*. LEWIS, J.

Orphans' Court—Feigned Issue.—Where an issue in the Orphan's Court is directed, it is not sufficient that the judge should state and file the propositions, which are in question at the time; the issue itself must be made up by the pleadings of the parties, the former being directed by the Court. Generally this is as a wager, though this is not necessary where the nature of the subject makes another form more convenient. Whatever be the form, however, the pleadings should be such that the jury can find simply for the plaintiff or the defendant; a special verdict is improper. *Coleman* vs. *Rowland* BLACK, C. J.

Partition—Vendor and Vendee.—A vendee under articles, the purchase money being unpaid, is a proper party to an action of partition. *Longwell* vs. *Bentley*. LEWIS, J.

Roads and Streets—Dedication to Public Uses.—Where a plan of city lots, proposals for sale, and conveyances thereof all recite that a street passing through them, has been widened to a certain number of feet, it is sufficient evidence of a dedication to the public, by the original owner, of the increased width. *Andress* vs. *Comm. of Northern Liberties*. LEWIS, J.

A dedication of such a nature, is for the general purposes of a street, and a long continued use of the increased width thereof, for the sole accommodation of foot passengers, to the exclusion of carriages and horses, will not deprive the public of their right to have the street properly regulated. *Ibid.*

Shipping—Evidence.—In an action for supplies furnished to a vessel, some proof being given by the defendants, that they had ceased to be owners before the time of furnishing the supplies, evidence of a subsequent declaration under oath by one defendant, for the purpose of registering the vessel, that he and the other defendant were then owners, and of similar declaration in another suit, are admissible on the part of the plain-

tiff; so of admissions to other creditors in a similar position, that their claims were correct. *Lincoln* vs. *Wright.* BLACK, C. J.

Shipping—Registry Acts.—The registry of a vessel is in general no evidence of ownership; but the declaration under oath for that purpose, is admissible evidence *against* the party making it, in a question of liability for supplies. *Lincoln* vs. *Wright.* BLACK, C. J.

Slander.—The words, "she is a bad character, a loose character," spoken of a female, are actionable, supported by an inuendo, explaining them as a charge of unchastity; and a *colloquium* is unnecessary. *Vanderslip* vs. *Roe.* LOWRIE, J.

Statute of Frauds.—An oral agreement to settle disputed boundaries, is not within the statute of frauds. *Fox* vs. *Griffith.* LOWRIE, J.

Statute of Limitations—Executors.—Though a creditor or legatee is entitled to interpose the statute of limitations to a claim against a decedent's estate, yet if he neglect to do so, the administrator or executor is not bound so to do, if he believes the debt justly due, and if he pay the debt without objection, it cannot afterwards be charged against him in his account. *Ritter's Appeal.* LEWIS, J.

Statute of Limitations—Partner.—An acknowledgment of a debt by one joint debtor, or by one partner, after the dissolution of the partnership, will not take it out of the statute of limitations against the other partner or joint debtors. *Farnum* vs. *Eastwick.* BLACK, C. J. Overruling *Test* vs. *Hart,* 8 Barr, 341.

Trusts.—A mere dry or nominal trustee is not liable to account, except where funds are shown to have actually come into his hands. Thus, where a guardian, in order to secure certain property to his wards, executed a mortgage thereof to a person, who was ignorant of the fact for a long time, and when he became aware of it, sold out the mortgage, bought in the property, and then reconveyed to the mortgagor: *Held* that no account was needed. *Sharswood* vs. *McClellan.* LOWRIE, J.

Witness.—The assignor of a chose in action, though not a party to the record, is not a competent witness in a suit thereon. *Lindsley* vs. *Malone.* KNOX, J.